

**INVITATION TO BID
ADDENDUM #1 – Tube Settler System Replacement**

THE CITY OF MURFREESBORO

MURFREESBORO WATER AND SEWER DEPARTMENT

ITB SUBMITTAL DEADLINE DATE: December 15, 2014

ITB SUBMITTAL DEADLINE TIME: 2:00 p.m. Murfreesboro, Tennessee, local time

Changes are underlined.

Section 1 Subsection 1.1 Submission to Murfreesboro Water and Sewer Department.

The City of Murfreesboro is requesting bids for the purchase of a tube settler system consisting of tube settler modules and protective surface grating and support system to replace the current system in up to four (4) existing settling basins and add a protective surface grating to a fifth basin as set forth in the specifications. Sealed bids must be received at the Murfreesboro Water and Sewer Department, Administrative Office, Attention Alan Cranford, 300 NW Broad Street, Murfreesboro, Tennessee 37130, before 2:00 p.m. Central Time, December 15, 2014. Late bids will not be considered and will be returned unopened.

Section 1 Subsection 1.33 Payment.

Payment will be made, net thirty (30) days, by the Murfreesboro Water and Sewer Department after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

Section 1 Subsection 1.34 Delivery.

All items must be available for delivery within ninety (90) calendar days after contract execution, purchase order is issued and submittal is approved. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price. Forty-eight (48) hours advance notice should be given prior to delivery. Deliveries of all items shall be made as stated in the ITB specifications. The bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of the Murfreesboro Water and Sewer Department. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded firm fail to deliver items on or before its stated date, the Murfreesboro Water and Sewer Department reserves the right to cancel the order or contract. The awarded firm(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

Deliver according to Manufacturer's standard requirements. Deliver tube settler systems to 5528 Sam Jared Drive, Murfreesboro, TN 37130, 90 days ARO.

Coordination for delivery shall be made with Alan Cranford or Steve Toler at (615) 848-3222.

Section 2 Subsection 2.1 Equipment.

The Murfreesboro Water and Sewer Department is seeking bids for the purchase of a tube settler system consisting of tube settler modules and protective surface grating ~~and support system~~ to replace the current system in up to four (4) existing settling basins and add a protective surface grating to a fifth basin as set forth in the specifications. This project is for materials specified and for the Tube Settler System Manufacturer to provide the services of a qualified field installation supervisor as set forth in the specifications.

Section 3 Subsection 3.3 Cost.

The bid shall include a total delivered price for the tube settler system consisting of tube settler modules and protective surface grating ~~and support system~~ to replace the current system in up to four (4) existing settling basins and add a protective surface grating to a fifth basin as set forth in the specifications.

Section 6 Subsection 6.1 Specifications.

The City seeks to purchase a tube settler system consisting of tube settler modules and protective surface grating ~~and support system~~ as set forth herein to replace the current system in four (4) existing settling basins and adding the protective surface grating to a fifth basin. System must be supplied by a factory authorized distributor providing start-up and service.

Specifications are minimums. Substitutions that exceed minimums may be allowed where such substitutions are in the best interests of the Department and do not affect the intended use. Any substitutions must be identified on the Bid Form. Specifications listed below describe a Brentwood Industries AccuPac® IFR-6024 Tube Settler System to establish a minimum acceptable level of quality, and are not intended to preclude acceptance of an equal or better system.

Section 6 Subsection 6.3.1 General Description.

System includes tube settler modules and protective surface grating ~~and support system~~.

Section 6 Subsection 6.9.1 and 6.9.2 Basin #1 and Basin #2 respectively.

Note: Based upon field measurements of existing tube settlers and a 13" concrete beam running the width of these two basins that is where the numbers were derived for 6.9.1.2.1, 6.9.1.2.2, 6.9.2.2.1 and 6.9.2.2.2.

6.9.1.2.1	12'-0" length – 30 <u>32</u>
6.9.1.2.2	10'-0" length – 15 <u>16</u>

- 6.9.2.2.1 12'-0" length – ~~30~~ 32
- 6.9.2.2.2 10'-0" length – ~~15~~ 16

Sample Contract – Attachment A

1. **Duties and Responsibilities of Contractor.** During the term of this Contract, Contractor agrees to provide a tube settler system consisting of tube settler modules and protective surface grating ~~and support system~~ to replace the current system in up to four (4) existing settling basins and add a protective surface grating to a fifth basin as set forth in the attached Request for Bids, bid specification, and Contractor's Bid Response upon receipt of a purchase order from the City. Contractor acknowledges that the City does not guarantee the purchase of any specific or minimum quantity of units during the term of this agreement.

- 3.1 Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number. Deliveries of all items shall be made within ninety (90) calendar days ~~of order~~ after submittal approval. Deliver according to Manufacturer's standard requirements. Deliver ~~two (2) generators~~ tube settler systems to the Stones River Water Treatment Plant, 5528 Sam Jared Drive, Murfreesboro, TN 37130, 90 days ARO. Coordination for delivery shall be made with Alan Cranford or Steve Toler at (615) 848-3222.

7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within ~~seventy-two (72) hours~~ five (5) business days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said ~~seventy-two (72) hours~~ five (5) business days. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

Date of Addendum: Friday, December 5, 2014